



LAFCO of Napa County

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LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY



MISSION STATEMENT

(Approved: December 5, 2005)

The Local Agency Formation Commission (LAFCO) of Napa County is committed to serving the citizens and government agencies of its jurisdiction by encouraging the preservation of agricultural lands and open-space and coordinating the efficient delivery of municipal services.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

GOVERNING PROVISIONS FOR THE COMMISSION AND STAFF

LAFCO of Napa County is empowered and governed by the Cortese-Knox-Hertzberg Local Government Reorganization (CKH) Act of 2000 (California Government Code §56,000 et. seq.). The policies contained in this manual have been adopted pursuant to the provisions of this Act. Copies of a guide to the CKH Act are available online at:

<http://www.assembly.ca.gov/acs/newcomframeset.asp?committee=17>
or from LAFCO.

The Commission retains the right to adopt policies and procedures concerning the conduct of its staff. By agreement with the County of Napa (Appendix B), LAFCO uses County employees to comprise its staff. As County employees, for conduct not described within policies and procedures adopted by the Commission, LAFCO staff shall adhere to the policies and procedures of the County of Napa. Copies of these policies are available from the County of Napa or LAFCO.

Jan. 2006

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

GENERAL POLICY DETERMINATIONS

(Revisions adopted Jan. 9, 2003)

I) POLICIES CONCERNING THE PRESERVATION OF AGRICULTURE AND OPEN-SPACE LANDS AND THE PROMOTION OF ORDERLY, WELL-PLANNED DEVELOPMENT

A) LEGISLATIVE INTENT AND DECLARATIONS

The Commission acknowledges and incorporates into its own policies, the policies of the Legislature regarding the promotion of orderly, well-planned development patterns that avoid the premature conversion of agricultural and open-space lands and ensure effective, efficient and economic provision of essential public services. The Commission wishes to specifically note the following declarations and policies contained in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000:

- 1) The Legislature recognizes that the logical formation and determination of local agency boundaries is an important factor in promoting orderly development and in balancing that development with sometimes competing state interests of discouraging urban sprawl, preserving open-space and prime agricultural lands, and efficiently extending government services. (G.C. §56000)
- 2) It is the intent of the Legislature that each commission, not later than January 1, 2002, shall establish written policies and procedures and exercise its powers pursuant to this part in a manner consistent with those policies and procedures and that encourages and provides planned, well-ordered, efficient urban development patterns with appropriate consideration of preserving open-space lands within those patterns. (G.C. §56300)
- 3) In reviewing and approving or disapproving proposals which could reasonably be expected to induce, facilitate, or lead to the conversion of existing open-space lands to uses other than open-space uses, the commission shall consider all of the following policies and priorities:
 - a) Development or use of land for other than open-space uses shall be guided away from existing prime agricultural lands in open-space use toward areas containing nonprime agricultural lands, unless that action would not promote the planned, orderly, efficient development of an area.
 - b) Development of existing vacant or nonprime agricultural lands for urban uses within the existing jurisdiction of a local agency or within the sphere of influence of a local agency should be encouraged before any proposal is approved which would allow for or lead to the development of existing open-space lands for non-open-space uses which are outside of the existing jurisdiction of the local agency or outside of the existing sphere of influence of the local agency. (G.C. §56377)

B) POLICIES OF THE COMMISSION

The Commission declares its intent not to permit the premature conversion of designated agricultural or open-space lands to urban uses. The Commission shall adhere to the following policies in the pursuit of this intent, and all proposals, projects, and studies shall be reviewed with these policies as guidelines.

1) USE OF COUNTY GENERAL PLAN DESIGNATIONS

In evaluating a proposal, the Commission will use the Napa County General Plan to determine designated agricultural and open-space lands. The Commission recognizes that inconsistencies may occur between the County General Plan and the affected city general plan with respect to open-space designations. Notwithstanding these potential inconsistencies, the Commission will rely on the Napa County General Plan in recognition of the public support expressed in both the incorporated and unincorporated areas of Napa County for the County's designated agricultural and open-space lands through enactment of Measure "J", the Agricultural Lands Preservation Initiative passed by the voters in 1990.

2) TIMING OF URBAN DEVELOPMENT

The Commission shall guide development away from designated agricultural or open-space lands until such times as urban development becomes an overriding consideration in providing for the health and welfare of the citizens of the County and the affected city.

3) FACTORS FOR EVALUATING PROPOSALS INVOLVING AGRICULTURAL OR OPEN-SPACE LANDS

A proposal which includes agricultural or open-space designated land shall be evaluated in light of the existence of the following factors:

- a) "Prime agricultural land", as defined by Government Code Section 56064.
- b) "Open-space", as defined by Government Code Section 56059.
- c) Land that is under contract to remain in agricultural or open-space use, such as a Williamson Act Contract or Open-Space Easement.
- d) Land which has a Napa County General Plan agricultural or open-space designation (Agricultural Resource or Agriculture, Watershed and Open-space).
- e) The adopted general plan policies of the County and the affected city.
- f) The agricultural economic integrity of land proposed for conversion to urban use as well as adjoining land in agricultural use.
- g) The potential for the premature conversion of adjacent agricultural or open-space designated land to urban use.
- h) The potential of vacant non-prime agricultural land to be developed with a use that would then allow the land to meet the definition of prime agricultural land under the Williamson Act.

4) ENCOURAGEMENT OF REORGANIZATIONS

The Commission encourages reorganization proposals as a means of coordinating actions of local governmental agencies involving, but not limited to, annexation of land to two public agencies. The Commission recognizes the usefulness of the reorganization concept as a vehicle designed to simplify and expedite such actions.

II) POLICIES CONCERNING SPHERES OF INFLUENCE

It is the intent of the Commission to establish spheres of influence that promote the orderly expansion of cities to ensure effective, efficient and economic provision of essential public services, including public sewer and water, fire protection and emergency response, and police protection.

A) LEGISLATIVE INTENT AND DECLARATIONS

The Commission acknowledges and incorporates into its own policies, the policies of the Legislature as they relate to spheres of influence. The Commission wishes to specifically note the following declarations and policies contained in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000:

- 1) "Sphere of influence" means a plan for the probable physical boundaries and service area of a local agency, as determined by the commission. (G.C. §56076)
- 2) In order to carry out its purposes and responsibilities for planning and shaping the logical and orderly development and coordination of local governmental agencies so as to advantageously provide for the present and future needs of the county and its communities, the commission shall develop and determine the sphere of influence of each local governmental agency within the county and enact policies designed to promote the logical and orderly development of areas within the sphere. (G.C. §56425(a)).

B) GENERAL GUIDELINES FOR THE REVIEW OF SPHERES OF INFLUENCE

It is the intent of the Commission to consider the following criteria whenever reviewing a proposal that includes the adoption, amendment, or update of a sphere of influence.

1) Land Use

- a) The present and planned land uses in the area, including designated agricultural and open-space lands.
- b) Consistency with the Napa County General Plan and the general plan of any affected city.
- c) Adopted general plan policies of the County and of any affected city that guide future development away from designated agricultural or open-space land.
- d) Adopted policies of affected agencies that promote infill of existing vacant or underdeveloped land.
- e) Amount of existing vacant or underdeveloped land located within any affected agency's jurisdiction and current sphere of influence.

2) Municipal Services

- a) The present capacity of public facilities and adequacy of public services provided by affected agencies within the current jurisdiction

- and the adopted plans of these agencies to improve any municipal service deficiency, including adopted capital improvement plans.
- b) The present and probable need for public facilities and services within the area proposed for inclusion within the sphere of influence and the plans for the delivery of services to the area.

C) CITY SPHERES OF INFLUENCE

The Commission shall adhere to the following policies in the establishment, review, amendment, or update of city spheres of influence.

1) General Policies Concerning City Spheres

- a) Location of Urban Development. The basic policy of the Commission in the establishment of a city sphere of influence boundary line shall be that urban development within a city's sphere of influence shall be developed under the jurisdiction of the city. If urban development is legally required by the County, such development should conform to the applicable city standards and be the subject of a joint city-County planning effort.
- b) Use of County General Plan Agricultural and Open-Space Designations. When establishing a city sphere of influence boundary line, the Commission shall use the most recently adopted Napa County General Plan as the basis to identify designated agricultural and open-space lands.
- c) Avoidance of Inclusion of Agricultural and Open-Space Lands. Land specifically designated as agricultural or open-space lands shall not be approved for inclusion within any city sphere of influence for purposes of urban development. An agricultural or open-space designation shall be recognized by the Commission as designating the land as non-urban in character in regard to the existing use of the area or its future development potential. Exceptions to this policy may be considered by the Commission based on information submitted to the Commission provided by the affected city that responds to criteria contained in Section B. - Sphere of Influence Amendment Guidelines.
- d) Preference for Infill. When reviewing proposals for the expansion of a city sphere of influence, the Commission will consider the amount of vacant land within the existing jurisdiction and sphere of influence of the affected city. To discourage urban sprawl and encourage the orderly formation and development of cities in Napa County, the Commission will encourage proposals that promote the infill of existing vacant or underdeveloped land thereby maximizing the efficient use of existing city services and infrastructure. The Commission will discourage proposals for development of vacant or open-space land that requires the extension of urban facilities, utilities, and services where infill is more appropriate.
- e) Adopted Spheres of Influence as Guide for City Annexations. When municipal spheres of influence have been adopted by the Commission, they shall be used as a guide in the consideration of city annexation proposals. Adoption of such spheres shall not be construed to indicate

carte blanche approval of any annexation proposal merely because the land is included within the sphere of influence.

2) Policies Concerning Cooperative Planning and Development Programs

- a) Role Of Adopted Sphere Of Influence In Agency Planning. The urban area as delineated by the established sphere of influence line, having been developed by the Commission in cooperation with the affected city and County, should be recognized and considered as part of planning and development programs of the affected city, any affected special district, and the County.
- b) Preference For Infill Within The City's Jurisdiction Or Within The City's Adopted Sphere Of Influence. To maximize the efficient use of existing city services and infrastructure and discourage the premature conversion of agricultural and open-space lands to urban uses, the Commission shall encourage the city to develop first those existing vacant and under-developed lands located within the city's jurisdiction or within the city's adopted sphere of influence. The Commission shall encourage the development of vacant or under-developed land located within the city's jurisdiction before the annexation of land that requires the extension of urban facilities, utilities, and services.
- c) Interagency Cooperation. Urban development and utility expansion programs should be planned and programmed by the city on a staged basis in cooperation with the County and the Commission.
- d) Restrictions On Urban Development Approvals By County Within City Sphere Of Influence. No urban development should be permitted by the County to occur on unincorporated land within a city's designated Sphere of Influence. If approval of urban development in such areas is legally required of the County, such development should conform to applicable city standards and be the subject of a joint city-County planning effort.
- e) Exclusion Of Unservable Areas. Areas that cannot be provided with an urban level of essential public services, such as public water, sewer, fire protection and emergency response, shall be considered for sphere inclusion and eventual annexation and development, only on an exceptional basis. Economic and planning justification for such annexations shall be provided to the Commission by the city.

D) SPECIAL DISTRICT SPHERES OF INFLUENCE

The Commission shall adhere to the following policies in the establishment, review, amendment, or update of special district spheres of influence.

1) General Policies Concerning Special District Spheres

- a) Single Boundary. Only one sphere of influence boundary line will be drawn for each district.

- b) Boundary to Reflect Service Capacity. The location and character of the boundary line should be responsive to existing and planned service facilities. Planned facilities are those to be constructed within a ten (10) year period.
 - c) Urbanizing Effect of Services. It shall be a basic policy of the Commission when considering establishment of a special district sphere of influence that extension of urban services acts to promote urban development and that urban development belongs in urban areas.
 - d) Exclusion of Agricultural and Open-Space Lands. Land designated agricultural or open-space by the applicable city or County general plan shall not be approved for inclusion within any district sphere of influence for purposes of urban development through the extension of essential public services. Such designations shall be recognized by the Commission as designating the land as non-urban in character in regard to the existing use of the area or its future development potential. The Commission may consider exceptions to this policy based on evidence provided by the affected district which demonstrates all of the following:
 - i) The expansion is necessary in order to provide public water or sewer to an existing parcel to respond to a documented public health hazard.
 - ii) The affected district can provide adequate public water or sewer service to the affected territory without extending any water or sewer mainline more than 1,000 feet.
 - iii) The expansion will not harm land in agricultural or open-space use.
 - iv) The expansion will not promote conversion of agricultural or open-space land to urban use.
 - e) Adopted Sphere of Influence as Guide to Annexations. The Commission shall use an adopted special district sphere of influence as a guide when considering subsequent annexations to the affected special district, but mere inclusion of land within an adopted sphere of influence shall not be construed as carte blanche approval of any annexation proposal for that land.
 - f) Joint Applications. When an annexation is proposed outside an affected district's adopted Sphere of Influence, the Commission may consider both the proposed annexation and the necessary change in the sphere of influence at the same meeting, but amendment to the sphere of influence boundary to include the affected territory shall be considered and resolved prior to Commission action on the proposed annexation.
- 2) **Policies Concerning Cooperative Planning and Development Programs**
- Role of Adopted Sphere Of Influence In Agency Planning.** The service area of a special district as delineated by the adopted sphere of influence boundary, having been developed by the Commission in cooperation with all affected agencies, should be recognized and considered as part of the planning and development programs of any affected district, city and the County.
- Service Expansion Programs.** A district should plan and program its service expansion programs on a staged basis in cooperation with the County, any affected city, and the Commission.

III) POLICIES CONCERNING THE COUNTY OF NAPA

A) LOCATION OF URBAN DEVELOPMENT

- 1) Land use developments of an urban character and nature should be located within areas designated as urban areas by the Napa County General Plan in close proximity to a city or special district which can provide essential public services.
- 2) Urban development should be discouraged if it is apparent that essential services necessary for the proposed development cannot readily be provided by a city or special district.

B) USE OF COUNTY SERVICE AREAS

- 1) In those unincorporated urban areas where essential urban services are being provided by the County, the Board of Supervisors should consider the establishment of county service areas so that area residents and property owners pay their fair and equitable share for the services received.
- 2) The Commission recognizes that the formation of county services areas are subject to both the Cortese-Knox-Hertzberg Local Government Reorganization Act and County Service Area Law (G.C. §25210.1 et. seq.).

IV) POLICIES CONCERNING SPECIAL DISTRICTS

A) IN LIEU OF NEW DISTRICT CREATION

Where a limited-purpose special district exists and additional services are required for an unincorporated area designated as urban by the Napa County General Plan, the Commission encourages, in lieu of creating a new special taxing district, either the use of county service areas to provide the extended services or reorganization of the existing limited services special district as a special district capable of providing multiple urban services.

B) PREFERENCE FOR DISTRICTS CAPABLE OF PROVIDING ALL ESSENTIAL SERVICES

All new special districts proposed for formation in the unincorporated urban areas as designated under the Napa County General Plan should be capable of providing essential urban type services which include but are not limited to water, sanitation, fire protection, and police protection.

V) POLICIES CONCERNING ANNEXATIONS

A) GENERAL POLICIES CONCERNING ANNEXATIONS TO A CITY

- 1) Inclusion in Sphere of Influence. The affected territory shall be included within the affected city sphere of influence prior to issuance of the Executive Officer's certificate of filing for the subject annexation proposal. For annexation proposals initiated by resolution of the city council, the Executive Officer may agendize both

the sphere of influence amendment and annexation application for Commission consideration and action at the same meeting.

- 2) Substantially surrounded. For the purpose of applying the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act, most notably Government Code §56375, the subject territory of an annexation proposal shall be deemed “substantially surrounded” if it is within the sphere of influence of the affected city and two-thirds (66-2/3%) of its boundary, as set forth in a boundary description accepted by the Executive Officer, is surrounded by the affected city.

B) POLICIES CONCERNING ISLAND ANNEXATIONS

- 1) Boundary of Areas Not 100% Surrounded by City. The outside boundary of an unincorporated island less than 100% surrounded shall be the affected city sphere of influence boundary line.
- 2) Criteria for Determining a Developed Island. A developed island shall substantially meet all the following criteria:
 - a) The island shall have a housing density of at least .5 units per gross acre.
 - b) All parcels within the island can readily receive from the affected city or any affected special district basic essential services including but not limited to police protection, fire protection, public water and sanitation.
- 3) Policy Regarding Annexations Within an Identified Island Area. When an annexation proposal includes territory within a developed island, the Commission shall invite the affected city to amend the boundary of the proposed annexation to include the entire island. To the extent permitted by law, the Commission reserves the right to expand the boundaries of the proposed annexation to include the entire island.

C) POLICIES CONCERNING ANNEXATION OF MUNICIPALLY-OWNED LAND

- 1) Restricted Use Lands Owned by Public Agencies. The Commission shall disapprove annexation of publicly-owned land designated agricultural or open-space or subject to a Williamson Act contract unless the land will be used for a municipal purpose and no suitable alternative site reasonably exists within the affected city’s sphere of influence.
- 2) Facilities Exempt from Policy. Municipal purpose shall mean a public service facility which is urban in nature such as water and sewage treatment facilities and public buildings, but shall not include land which is vacant or used for wastewater reclamation irrigation, a reservoir, or agricultural, watershed or open-space.

D) CONCURRENT ANNEXATION POLICIES

It is the intent of the Commission to promote concurrent annexations to cities and special districts whenever appropriate. The Commission may waive its concurrent annexation policies based on unique conditions or circumstances surrounding the annexation proposal which make application of the policy impractical and will not result in the annexation of lands designated agricultural or open-space by the applicable city or County General Plan.

1) City of Napa and Napa Sanitation District

- a) Annexations to the District. All annexation proposals to the Napa Sanitation District located outside of the City of Napa shall first be required to annex to the City if the affected territory is located within the City's sphere of influence as adopted by the Commission, is located within the City Residential Urban Limit Line (RUL) as adopted by the City, and annexation is legally possible.
- b) Annexations to the City. All 100% consent annexation proposals to the City of Napa located outside of the Napa Sanitation District shall be required to annex to the Napa Sanitation District if the affected territory is located within the District's sphere of influence and if sanitation service is available.

2) City of American Canyon and American Canyon Fire Protection District

- a) Annexations to the District. All annexation proposals to the American Canyon Fire Protection District located outside of the City of American Canyon shall be required to annex to the City if the affected territory is located within the City's sphere of influence as adopted by the Commission and if annexation is legally possible.
- b) Annexations to the City. All annexation proposals to the City of American Canyon located outside of the American Canyon Fire Protection District shall be required to annex to the District if the affected territory is located within the District's sphere of influence.

POLICIES REGARDING THE LAFCO COMMISSION

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

APPOINTMENT OF CHAIR AND VICE-CHAIR

(Adopted: August 3, 2004)

It is the policy of the Commission that:

1. This policy becomes effective January 1, 2005.
2. The terms of office of the Chair and Vice-Chair shall be one calendar year and shall begin on January 1.
3. Upon the date of adoption of this policy, for the purposes of establishing a rotational system for the appointment of the chair and vice-chair, each regular member seat on the Commission shall have a designation as indicated in the following table:

<u>Seat Designation</u>	<u>Occupant of Seat on Aug. 1, 2004</u>
City Member I	Lori Loporini
City Member II	Ken Slavens
County Member I	Mike Rippey
County Member II	Brad Wagenknecht
Public Member	Guy Kay

It shall be the responsibility of the Executive Officer to maintain a record of the seat designations and occupants.

4. The Chair on January 1, 2005 shall be the occupant of the seat designated City Member I.
5. The Vice-Chair of the Commission shall be appointed according to the following:

<u>Seat Designation of the Chair</u>	<u>Seat Designation of the Vice-Chair</u>
City Member I	County Member I
County Member I	City Member II
City Member II	County Member II
County Member II	Public Member
Public Member	City Member I

6. Upon completion of a term as Vice-Chair, that member shall be appointed to serve as the Chair of the Commission.
7. If a vacancy should be created in the office of the Chair for any reason, the members shall, at the next regular meeting, appoint the Vice-Chair to fill the vacancy for the remaining unexpired term.
8. If a vacancy should be created in the office of the Vice-Chair for any reason, the members shall, at the next regular meeting, appoint a Vice-Chair to fill the vacancy for the remaining unexpired term in accordance with the system set forth in Statement #5.
9. If a member fulfills an unexpired term of the Chair, he shall be appointed to fulfill the subsequent full term of the office.

The Commission may create temporary changes to the schedule in Statement #5 as part of an action item placed on the agenda.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
POLICY FOR THE APPOINTMENT OF CHAIR AND VICE-CHAIR

Seat Designations and Occupants
Updated: July 25, 2005, January 12, 2006

City Member I	Lori Luporini
City Member II	Dr. Andrew Alexander
County Member I	Bill Dodd
County Member II	Brad Wagenknecht
Public Member	Guy Kay

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

APPOINTMENT OF THE PUBLIC MEMBER FOR A FULL-TERM

(Adopted: October 11, 2001, Revised: December 5, 2005)

Policies Regarding the Positions of Public Member and Alternate Public Member

Government Code §56334 establishes that the term of members of LAFCO shall be four years and shall commence on the first Monday in May.

Pursuant to Government Code §56325(d), which provides that a representative of the general public shall be appointed to LAFCO, upon the expiration of a four-year term of the public member of the Commission, it is the policy of the Commission that:

1. At a regular Commission meeting no less than 120 days prior to the expiration of the public member's term, the Executive Officer shall inform the Commission of the impending vacancy and whether the incumbent is eligible to seek reappointment. The Executive Officer shall also recommend and seek approval for a list of publications to which a news release concerning the vacancy shall be sent. The Commission shall determine the date of the hearing at which it shall consider applications and make its appointment.
2. No less than 60 days prior to the date of the hearing, the Executive Officer shall issue a news release announcing the existence of a vacancy on the Commission. The news release shall outline the function and purpose of the Commission, indicate the application filing period and invite interested persons to contact the Executive Officer for an application and information concerning the general duties and responsibilities of the public member. The announcement shall indicate if the incumbent is eligible to seek reappointment.
3. The application filing period shall be determined by the Executive Officer, and shall be such that the applications can be made available to the city and county regular members of LAFCO no less than 7 days prior to the hearing at which the appointment of the public member is scheduled to be considered.
4. If it becomes necessary for the Commission to cancel or reschedule the date of the meeting at which it has scheduled the hearing on the appointment of the public member, the hearing shall be conducted at the next meeting of the Commission.
5. Selection Criteria - The public member shall be a resident of Napa County. No person may serve as the public member of the Commission who at the same time is an officer or employee of a local public agency or who is a member of a public board, commission, or committee that has the authority to make advisory or final decisions relative to the use of land or the provision of services thereto. Such persons shall be eligible for appointment but upon appointment, shall resign any conflicting position specified above. In selecting the public member, the Commission shall consider the applicant's qualifications as described in his or her application and the reasons listed for wanting to serve as a member of the Commission.

APPOINTMENT OF THE PUBLIC MEMBER UPON MID-TERM VACANCY

(Adopted: October 11, 2001)

Should the position of public member become vacant prior to the expiration of the term, it is the policy of the Commission that it may fill the unexpired term through one of the following:

1. Choose from among the remaining applicants for the position if no more than 12 months have passed since the appointment of the public member.
 2. Appoint the alternate public member.
 3. Fill the position in the manner prescribed for the appointment of a public member to a full term.
-

APPOINTMENT OF THE ALTERNATE PUBLIC MEMBER

(Adopted: October 11, 2001)

It is the policy of the Commission that appointments to the position of alternate public member, for either a full-term or to fill a mid-term vacancy, shall be conducted in the same manner established for the regular public member.

CONDUCTING OF PUBLIC HEARINGS FOR THE APPOINTMENT OF REGULAR AND ALTERNATE PUBLIC MEMBERS

(Adopted: December 5, 2005)

It is the policy of the Commission that a public hearing to appoint either the regular or alternate public member shall be conducted as follows:

- 1) The Chair shall open the public hearing and invite public comment. Candidates are encouraged to address the Commission during public comment.
- 2) Upon the close of the public comment period, the Chair shall ask each commissioner to make one nomination and shall ask all commissioners to refrain from offering a second for any nomination. Commissioners may nominate anyone from the applicant pool, and an applicant may receive more than one nomination.
- 3) After each commissioner has made a nomination, the Chair shall ask if there is a second to any of the nominations. If there is a second, the Chair shall call for a vote on that nomination. If the vote is in the affirmative, the appointment is made. If the vote is not in the affirmative, the Chair shall call for a second to another of the nominations. This process shall continue until an appointment is made or all of the nominations are exhausted.
- 4) If all of the nominations are exhausted, the Chair may begin the entire procedure again – calling for one nomination from each commissioner – or call for the use of the ballot system as described in Paragraph 5.

- 5) If the Chair calls for use of a ballot system, then the Clerk shall provide each commissioner with a ballot upon which shall be written the commissioner's name. Each commissioner shall mark the ballot with the name of a candidate from among the applicants. The ballots are then submitted to the Clerk for tabulation. The Clerk determines the number of votes for each candidate. If a candidate receives at least three votes, the Clerk announces the name of the candidate and the number votes. The Commission then formally votes to appoint that candidate.

If no candidate receives at least three votes, the Clerk shall announce which candidates received votes and shall provide each commissioner with a second ballot upon which shall be written the commissioner's name. Each commissioner shall mark the ballot with the name of candidate from among those candidates that received votes in the previous round of voting. The ballots are then submitted to the Clerk for tabulation. The Clerk determines the number of votes for each candidate. If a candidate receives at least three votes, the Clerk announces the name of the candidate and the number votes. The Commission then formally votes to appoint that candidate. If no candidate receives at least three votes, the Clerk shall announce which candidates received votes and the Commission shall engage in another round of voting. This shall continue until a candidate is selected.

NOTE: Government Code §56325(d) requires that appointment of a public or alternate public member requires the vote of at least one commissioner appointed by the Board of Supervisors and one commissioner appointed by the City Selection Committee. If a candidate receives at least three votes, this requirement is fulfilled.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

CONDUCTING AUTHORITY PROCEEDINGS

(Adopted: April 11, 2001)

Government Code §56029 establishes that for all proposals that it approves, the Commission shall serve as the conducting authority and administer the provisions of Government Code §57000 et. seq. To facilitate the orderly administration of the conducting authority process, the policy of the Commission is:

1. Upon approval of a proposal subject to conducting authority proceedings, the Executive Officer is empowered to give notice of, and to hold on the Commission's behalf, a public hearing for conducting authority proceedings. During the period from the issuance of this notice to the end of the public hearing, the Executive Officer shall receive protest in the manner prescribed by Government Code §57000 et. seq.
2. At the close of the conducting authority hearing, the Executive Officer shall work with the County Registrar of Voters and the County Assessor, as needed, to validate the protest submitted to the Commission.
3. At the next regular meeting of the Commission (or at a special meeting if one is required in order to comply with the Government Code), the Executive Officer shall summarize his findings with respect to the protest submitted and shall identify for the Commission the action required of it as the conducting authority.
4. Based on the findings and recommendation of the Executive Officer, the Commission, as conducting authority, shall make its determinations and order the appropriate action.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

CONDUCTING OF COMMISSION MEETINGS AND BUSINESS

(Adopted: August 9, 2001)

The Commission acknowledges and affirms that the conducting of its meetings and business are subject to applicable California law, most notably the provisions of the California Government Code and the Brown Act. Further, it is the policy of the Commission that:

1. Three members of the Commission constitute a quorum. In the absence of a quorum, the members present shall adjourn the meeting to a stated time and place of their choosing. If all members are absent, the Executive Officer or the Clerk of the Commission may adjourn the meeting to a stated time and place. In such a case, he shall cause written notice of adjournment to shall be given in the same manner as specified in Government Code §54956 for calling a special meeting. In either instance, the Executive Officer or the Clerk shall post a notice of adjournment as specified in Government Code §54955.
2. Any regular, adjourned regular, special or adjourned special meeting of the Commission may be adjourned to any day prior to the date established for the next succeeding regular meeting of the Commission.
3. If there is no business for the Commission's consideration five days before any regular monthly meeting, the Executive Officer shall have the power to cancel the meeting by notifying the Chairman and members that there is no business before the Commission and that the meeting has been cancelled for that reason.
4. Special meetings may be called by the Chairman or by the written request of a majority of the members of the Commission submitted to the Chairman. Notice of special meetings shall be given in accordance with the provisions of Government Code §54956.
5. Roll call vote - On all roll call votes, the names of the Commissioners shall be called in alphabetical order with the Chair voting last.
6. It is the responsibility of the Executive Officer to prepare an agenda and all supporting material for the Commission, and to distribute the agenda and material to the Commission and all affected and interested parties not less than five days prior to the scheduled meeting of that agenda.
7. It is the responsibility of the Executive Officer to see that legal notice for all items to be considered by the Commission is given in accordance with the provisions of the Government Code and all other applicable law. For items concerning any one of the five cities in Napa County, legal notices should be published in accordance with the provisions of the Government Code and in those sources used by the respective city governments.
8. It is the responsibility of the Executive Officer to ensure that adequate staff and resources are available for all Commission meetings.
9. Each Commissioner shall receive a per diem of \$50.00 per meeting (regular or special) attended, provided the Commission budget provides for per diems. Commissioners may elect to forego payment of a per diem.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

ESTABLISHING THE OFFICERS OF THE COMMISSION

(Adopted: August 9, 2001; Amended: June 13, 2002, August 3, 2004)

It is the policy of the Commission that:

1. The officers of LAFCO shall consist of a Chair, a Vice-Chair and a Clerk.
2. The Chair and Vice-Chair shall be appointed to and serve terms in accordance with the Commission's *Policy for the Appointment of Chair and Vice-Chair*.
3. Duties of the Chair - The Chair shall preside at all meetings of the Commission and shall conduct the business of the Commission according to "Sturgis' Standard Code of Parliamentary Procedure." The Chair shall preserve order and decorum and shall decide all questions of order subject to the action of a majority of the Commission.
4. Duties of the Vice-Chair - In the absence of the Chair, the Vice-Chair shall assume all duties and responsibilities of the Chair's office.
5. The Executive Officer or his designee shall serve as the Clerk.
6. Duties of the Clerk – The Clerk shall call the roll, note approval of the minutes or corrections thereto, maintain record of testimony and action of Commission on each item and any other action deemed appropriate and necessary by the Commission to conduct its meetings and business.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

REGULAR COMMISSION MEETING CALENDAR

(Adopted: June 14, 2001; Amended: December 9, 2004)

It is the intent of the Commission to establish a regular meeting day and time and a procedure for the regular consideration of its meeting calendar. As provided by G.C. §56375(i), the policy of the Commission is:

1. The regular meeting day of the Commission is the first Monday of even-numbered months.
2. The regular meeting time of the Commission is 4:00 P.M.
3. At its third and sixth regular meetings of the calendar year, the Commission shall review and affirm its meeting schedule for the next three regular meetings. If a regular Commission meeting falls on a holiday, the Commission shall determine an alternate day as part of this review of its calendar.
4. The Chair may cancel or change the date or time of a regular meeting if it is determined that the Commission cannot achieve a quorum on the scheduled day and time, or with the consent of a majority of the regular members of the Commission where the majority includes at least one member representing the cities and at least one member representing the County.
5. Notice of any change to the regular Commission meeting shall be given not less than 72 hours prior to the scheduled time of the meeting. Notice shall be given to all Commissioners, local news media, affected agencies, individuals, and interested parties who have requested notice of regular meetings.

POLICIES REGARDING LAFCO BUDGET

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

BUDGET CONTRIBUTIONS AND COLLECTION OF FUNDS

(Adopted: April 11, 2001)

Government Code §56381 establishes that the Commission shall adopt annually a budget for the purpose of fulfilling its duties under the Cortese-Knox-Hertzberg Local Government Reorganization Act. It further establishes that the County Auditor shall apportion the operating expenses from this budget in the manner prescribed by G.C. §56381(b), or in a manner mutually agreed upon by the agencies responsible for the funding of the Commission's budget. G.C. §56381(c) states that:

After apportioning the costs as required in subdivision (b), the auditor shall request payment from the board of supervisors and from each city and each independent special district no later than July 1 of each year for the amount that entity owes and the actual administrative costs incurred by the auditor in apportioning costs and requesting payment from each entity. If the county, a city, or an independent special district does not remit its required payment within 60 days, the commission may determine an appropriate method of collecting the required payment, including a request to the auditor to collect an equivalent amount from the property tax, or any fee or eligible revenue owed to the county, city, or district. The auditor shall provide written notice to the county, city, or district prior to appropriating a share of the property tax or other revenue to the commission for the payment due the commission pursuant to this section.

It is the intent of the Commission that all agencies provide the costs apportioned to them from the LAFCO budget. Pursuant to the provisions of G.C. §56381(c), the policy of the Commission is:

1. If the county, a city, or an independent special district does not remit its required payment within 45 days of the July 1 deadline, the County Auditor shall send written notice to the agency in question that pursuant to Government Code §56381(c) and this policy, the Auditor is empowered to collect the amount of the Commission's operating expenses apportioned to that agency after 60 days from the July 1 deadline.
2. If the county, a city, or an independent special district does not remit its required payment within 60 days of the July 1 deadline, the County Auditor shall collect an amount equivalent to the cost apportioned to that agency from the property tax owed to that agency, or some other eligible revenue deemed appropriate or necessary by the County Auditor. The County Auditor shall send written notice of the action taken to the agency and to the Commission.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

DELEGATING AUTHORITY TO THE EXECUTIVE OFFICER TO PROCURE GOODS AND SERVICES

(Adopted: February 26, 2004)

Pursuant to Government Code Section 56380, the Commission shall make its own provision for necessary quarters, equipment, supplies and services. The associated operating costs are provided for through the Commission's adoption of its annual budget in the manner prescribed in Government Code Section 56381.

It is the intent of the Commission to charge the LAFCO Executive Officer with the responsibility and authority for coordinating and managing the procurement of goods, equipment, and services. The policy of the Commission is:

1. The Executive Officer is charged with the responsibility and authority for coordinating and managing the procurement of goods, equipment, and services in accordance with applicable laws, regulations and policies.
2. The Executive Officer is authorized to act as the agent for LAFCO in procuring personal property and services.
3. Only the Commission itself or the Executive Officer may commit LAFCO funds for the purchase of any goods, supplies or services for LAFCO use.
4. The Executive Officer is delegated purchasing authority on behalf of LAFCO for goods and supplies not to exceed \$3,000 per transaction and purchasing authority for services not to exceed \$5,000 aggregate per vendor. The Commission must approve any purchase of goods, supplies and services that exceed the monetary limits set forth in this paragraph.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

PREPARATION OF THE LAFCO BUDGET

(Adopted: August 9, 2001; Amended: January 9, 2003)

To facilitate the adoption of the LAFCO budget pursuant to Government Code §56381, it is the policy of the Commission that:

1. There shall be a LAFCO budget committee, composed of two members of the Commission and the Executive Officer. At the last regular Commission meeting of each calendar year, the Chair shall appoint two members to serve on the budget committee.
2. It is the responsibility of the budget committee to prepare a draft preliminary budget for circulation to the Commission, those agencies statutorily required to contribute to the LAFCO budget and all interested parties.
3. The draft preliminary budget shall be circulated no less than 30 days prior to the meeting at which it shall be considered and adopted.
4. Following the adoption of the preliminary budget, the Executive Officer shall prepare a draft final budget.
5. The draft final budget shall be circulated no less than 30 days prior to the meeting at which it shall be considered and adopted.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

SCHEDULE OF FEES AND DEPOSITS

(Adopted December 13, 2001; Revised June 6, 2005)

The policy of the Commission is:

1. This fee schedule shall be administered in accordance with the provisions of Government Code §56383.
2. Applications submitted to LAFCO shall be accompanied by a non-refundable initial fee as detailed in this schedule.
3. Applicants are responsible for any fees or charges incurred by LAFCO or required by other agencies in the course of the processing of an application.
4. Initial fees include a fixed number of staff hours as detailed in the fee schedule.
5. Additional LAFCO staff time shall be charged to the applicant at a rate of \$50.00 per hour.
6. Applicants are responsible for any extraordinary administrative costs as determined by the Executive Officer and detailed for the applicant in a written statement.
7. Additional LAFCO staff time and administrative costs shall not be charged for city annexation applications that are comprised solely of one, entire unincorporated island.
8. If the Executive Officer estimates that a proposal will require more than 20 hours staff time to complete, he shall provide a written statement to that effect to the applicant and request a deposit in an amount sufficient to cover anticipated costs. If this or any subsequent deposit proves insufficient, the Executive Officer shall provide an accounting of expenditures and request deposit of additional funds.
9. If the processing of an application requires that LAFCO contract from another agency or from a private firm or individual for services that are beyond the normal scope of LAFCO staff work (such as the drafting of an Environmental Impact Report or Comprehensive Fiscal Analysis), the applicant shall be responsible for all costs associated with that contract. The applicant will provide LAFCO with a deposit sufficient to cover the cost of the contract.
10. The Executive Officer may stop work on any proposal until the applicant submits a requested deposit.
11. Written appeal of fees and/or deposits, specifying the reason for the appeal, may be submitted to LAFCO prior to the submission of an application or prior to the submission of a deposit requested by the Executive Officer. The appeal will be considered at the next regular meeting of the Commission.
12. Upon completion of a project, the Executive Officer shall issue to the applicant a statement detailing all expenditures from a deposit for additional time and materials and shall have a refund for any remaining funds issued to the applicant.

INITIAL FEES

ANNEXATIONS AND DETACHMENTS

With 100% consent of property owners and affected agencies	\$500 (10 hrs)
Without 100% consent of property owners and affected agencies	\$1,000 (20 hrs)
Unincorporated Island Annexation to City (entire island only)	\$100 (n/a)

SERVICE REVIEW \$2,000 (40 hrs)

SPHERE OF INFLUENCE

Revision or amendment	\$1,000 (20 hrs)
Review or Update	\$2,000 (40 hrs)
Establishment	\$2,500 (50 hrs)

REORGANIZATIONS OTHER THAN ANNEXATIONS AND DETACHMENTS

(i.e. Incorporations, District Establishments, Mergers, Formations or Dissolutions) \$5,000 (100 hrs)

REQUEST FOR RECONSIDERATION \$1,000 (20 hrs)

REVIEW OF OUT-OF-AGENCY AGREEMENTS OR SERVICE CONTRACTS \$500 (10 hrs)

EXTENSION OF TIME REQUEST \$250 (5 hrs)

SPECIAL MEETING FEE \$800

ADMINISTRATIVE SERVICES

The following are charges to be assessed to persons or entities other than the applicant.

Copying	\$.50 per copy for first five copies, \$.10 per copy thereafter
Faxing	\$1.00 service charge, plus \$.15 per page
Mailing or Shipping	Cost
Research/Archive Retrieval	\$20 per hour, minimum of 1 hour charge.
Duplication of Meeting Recording	time billed at research rate plus cost of tape.

OTHER AGENCY FEES

Registered Voter List for Hearing Notice (req. for proposals w/o 100% consent) varies
Made payable to "County of Napa" (Current Hourly Rate is \$55)

Mapping Service \$125
Made payable to "Napa County Assessor"

County Surveyor Fees as described
Made Payable to "County of Napa" \$30 flat fee for the first hour of staff time.
Most reviews require one hour or less. More complex reviews shall be charged for additional time at the following rates:

Work done by Eng. Aide III	\$30 per hour
Work done by Civil Engineer	\$47 per hour

LAFCO/County Planning GIS Fees as described
 Made Payable to “County of Napa” \$116 flat fee for the first hour of staff time.
 Most reviews require one hour or less. More complex reviews shall be
 charged for additional time at the \$116/hour rate.

Environmental (State Fish & Game) Filing Fee (Fish & Game Code §711.4(d)
 Payable to “Napa County Clerk-Recorder”
 When LAFCO is Responsible Agency \$35
 Filing of Negative Declaration, LAFCO is Lead Agency \$1,250
 Filing of EIR, LAFCO is Lead Agency \$850

State Board of Equalization Recordation see
 Made payable to “State Board of Equalization” table

ACRES	FEE
Less than 1	\$300
1-5	\$350
6-10	\$500
11-20	\$800
21-50	\$1200
51-100	\$1500
101-500	\$2000
501-1000	\$2500
1001-2000	\$3000
2001 and above	\$3500

POLICIES REGARDING LAFCO STAFF

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

APPOINTMENT OF COUNSEL

(Adopted: April 11, 2001)

Pursuant to Government Code §56384(b):

The commission shall appoint legal counsel to advise it. If the commission's counsel is subject to a conflict of interest on a matter before the commission, the commission shall appoint alternate legal counsel to advise it. The commission may recover its costs by charging fees pursuant to Section 56383.

The Commission shall appoint a Commission Counsel for a term specified as part of the appointment. Further, the policy of the Commission is:

1. If the Commission determines that a conflict of interest exists for its counsel in the processing and review of a proposal, the Commission will appoint alternate legal counsel for that proposal. If the Commission determines that an applicant should bear the costs of alternate counsel, it shall require that the applicant put on deposit with the County Auditor funds sufficient to cover associated costs.
2. The Commission will consider written requests that alternate legal counsel advise the Commission and its staff on matters pertaining to a particular proposal. This request may be made by any applicant, affected agency, or affected individual. Requests will be considered at the next regular meeting of the Commission for which the matter may be noticed properly. Approval of any such request is contingent upon the placement on deposit with the County Auditor of funds sufficient to cover associated costs.
3. In all instances, appointment of alternate legal counsel is solely at the discretion of the Commission.
4. When alternate legal counsel is used, the Commission reserves the right to make final approval of a proposal contingent upon payment of any outstanding legal costs in excess of the deposit on hand with the County Auditor.
5. When alternate legal counsel is used, upon written confirmation from the Executive Officer that all billing matters have been resolved, the County Auditor will return any unexpended portion of funds on deposit.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

PERFORMANCE REVIEW OF THE EXECUTIVE OFFICER

(Adopted: April 11, 2001)

Recognizing that the intent of the Cortese-Knox-Hertzberg Local Government Reorganization Act is that the Commission should function independent of any local agency, the policy of the Commission is that, pursuant to Government Code §56384, it shall appoint an Executive Officer who serves at-the-will of the Commission. The Executive Officer shall be subject to regular performance review by the Commission. With respect to this performance review, the policy of the Commission is:

1. The first performance review of the Executive Officer shall occur six months subsequent to the date of hire. The second performance review shall occur twelve months subsequent to the date of hire and then each twelve months thereafter.
2. The process for these performance reviews shall be:
 - a) Thirty days prior to the meeting at which the review is to take place, the Executive Officer shall send to each Commissioner a letter of self-evaluation and a copy of the attached "Performance Review Form."
 - b) No later than seven days prior to the review, each Commissioner shall send a completed form to the Chair of the Commission.
 - c) The Chair shall tabulate and summarize the forms and present this information to the Commission and the Executive Officer during the performance review.
3. At the completion of the performance review, the Commission will consider any appropriate action with respect to the compensation of the Executive Officer.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

PERFORMANCE REVIEW FORM FOR EXECUTIVE OFFICER

For each statement, please circle a number from 1 to 5, rating your assessment of the level of effectiveness of the Executive Officer in carrying out that responsibility.

Commission Relations

The Executive Officer should strive to assist Commissioners in their performance as members of LAFCO. The Executive Officer should be well informed on issues concerning LAFCO and should be prepared to inform the Commission of their options under the Government Code. The Executive Officer should communicate with the Commission and individual Commissioners on a regular basis to ensure that the Commission is properly informed of the activities of LAFCO and of matters of particular interest to them as individuals. The Executive Officer should be receptive to the direction and input of the Commission and individual Commissioners.

1 ----- 2 ----- 3 ----- 4 ----- 5 X

Does Not Meet
Expectations

Meets Expectations

Exceeds
Expectations

Unable to
Rate

Comments:

Representation of the Commission

The Executive Officer is responsible for representing the Commission – to the public, to other agencies, and to the media. The Executive Officer should be capable of conveying the policies of the Commission and the Government Code to all interested parties, and should implement this policy appropriately. The Executive Officer should be responsive to the requests of the public and other agencies.

1 ----- 2 ----- 3 ----- 4 ----- 5 X

Does Not Meet
Expectations

Meets Expectations

Exceeds
Expectations

Unable to
Rate

Comments:

Commission Meetings

The Executive Officer should provide the Commission with staff reports of high quality and clarity. The Executive Officer should communicate effectively with the Commission during meetings. The Executive Officer should assist the Chair in the efficient management of Commission meetings.

1 ----- 2 ----- 3 ----- 4 ----- 5 X

Does Not Meet
Expectations

Meets Expectations

Exceeds
Expectations

Unable to
Rate

Comments:

Administration

The Executive Officer should manage the daily operations of LAFCO effectively and efficiently. The Executive Officer should ensure that LAFCO has the proper resources to fulfill the Commission's mandates under the Government Code and to execute its policies. The Executive Officer should strive to be cost-effective. The Executive Officer should demonstrate leadership both within LAFCO and in coordinating with other agencies.

1 ----- 2 ----- 3 ----- 4 ----- 5 X

Does Not Meet
Expectations

Meets Expectations

Exceeds
Expectations

Unable to
Rate

Comments:

Management and Personnel Development

The Executive Officer should manage the staff of the Commission effectively. The Executive Officer should ensure that LAFCO staff is capable of meeting the needs of the Commission. The Executive Officer should ensure that staff members receive adequate and appropriate training to carry out their responsibilities, to comprehend and implement new laws and policy directives, and to remain current with evolving technology.

1 ----- 2 ----- 3 ----- 4 ----- 5 X

Does Not Meet
Expectations

Meets Expectations

Exceeds
Expectations

Unable to
Rate

Comments:

Additional Comments:

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

WORK SCHEDULE POLICY

PREAMBLE:

The Local Agency Formation Commission (LAFCO) currently offers a standard **10/80 work schedule for full-time employees**. As of July 6, 2002, LAFCO will make available an alternate 9/80 work schedule for all full-time employees. It should be understood that LAFCO's right to direct the work force shall remain unimpaired as delineated in the Memorandum of Understanding with the Public Service Employees.

This program will remain in effect only so long as the Executive Officer of LAFCO deems it to be in the best interest of the County and the Agency.

A. GENERAL POLICIES:

1. Definition of the Alternate Work Week Program (AWWP)

The AWWP is a program wherein there will be an alternate work week schedule which may be utilized by LAFCO staff when that AWWP schedule has been authorized by the Executive Officer. It would result in a work schedule as follows:

The basic unit of the AWWP will be the biweekly pay period composed of:

- 8 – Nine Hour Days
- 1 – Eight Hour Day
- 1 – Eight Hour Day Off

On weekly time cards, one week would show 44 hours worked; the second week would show 36 hours worked.

B. OPERATIONAL POLICIES:

1. Under the AWWP, LAFCO staff will be earning straight time and not time and a half for the hours worked in compliance with their approved AWWP schedule.
2. The AWWP and its privileges will be offered only to full time employees with permanent status and satisfactory performance evaluations as determined by the Executive Officer. The AWWP requires longer daily hours, coming to work earlier and staying later. If an employee develops a pattern of arriving late and/or leaving early when on AWWP, that person(s) participation in the AWWP will be discontinued.
3. The AWWP is not a mandatory program; an employee may choose to participate in this schedule or not. However, if an employee chooses this work schedule, and it is approved by the Executive Officer, this becomes the fixed work schedule for at least six months. If an employee has to drop out of the AWWP in less than six months, that employee may not switch back for at least six months.

4. The parameter AWWP hours will be 7:00 AM to 6:00 PM. However, LAFCO's normal business hours will remain 8:00 AM to 5:00 PM.
5. Generally speaking, lunch periods must be taken between the hours of 12:00 PM and 1:00 PM. Lunch hours may be one hour or one-half hour, but those hours must be consistent.
6. All full-time employees are entitled to two (2) 15 minutes coffee breaks daily. They may not be skipped and used to credit or to offset normal works hours whether they be AWWP or regular 8-hour days.

C. AWWP SCHEDULING POLICY:

If an employee requests the AWWP, the Executive Officer will determine the timing of the schedule and the day off. Staff should alternate Fridays in order to ensure that not all employees are off the same day.

The 8-hour day off, under the AWWP schedule, will always be on a Friday.

Employees are expected to attend all regularly scheduled, called or noticed staff meetings. Such meetings should be scheduled for days other than Fridays.

Periodically, the Executive Officer will evaluate the AWWP's work schedule and work production to ensure that the regular workload and productivity levels are maintained. The program will be evaluated on things including, but not limited to, the following: tardiness of employees, creation of additional workload for co-workers, creation of difficulties of workload or backup, lack of timeliness meeting deadlines and decreased productivity.

D. HOLIDAY POLICY:

1. If a holiday is observed on a day the employee is normally scheduled to work a 9 hour workday, the employee must use 1 hour of paid leave other than sick leave to make the full 9 hour holiday.
2. If a holiday falls on a Friday when the employee is scheduled to be off, the employee will receive 8 hours of holiday credit.

E. VACATION AND SICK LEAVE POLICY:

1. Vacation days and sick leave will count as the same number of hours that the employee would normally work on that day. Example: If the employee would normally work 9 hours on a given day but is unable to work that day due to illness, 9 hours of sick leave would be taken.
2. Scheduled vacations will be charged corresponding with the employee's work schedule. Example One: If the employee would normally work a 44 hour workweek and takes vacation for that week, 44 hours of vacation would be reported on the timecard for that week. Example Two: If the employee would normally work a 36 hour workweek and takes vacation for that week, 36 hours of vacation would be reported on the timecard for that week.

F. INITIAL AWWP IMPLEMENTATION:

1. To initially implement the AWWP, employees need to coordinate with the Executive Officer to determine with which week their AWWP will commence. An AWWP may start with either a short (36 hours) or long (44 hour) week, as long as the pay period consists of 80 hours.

I have read and reviewed this AWWP and understand the restrictions and provisions. I understand that the Executive Officer may curtail the program at any time.

Name

Date

NAPA COUNTY TELECOMMUTING POLICY

Introduction and Purpose

Telecommuting or allowing some employees to work at home during a part of their scheduled hours, can both accommodate the needs of the employees and benefit the County. The County considers telecommuting to be a viable work option that, when appropriately applied, benefits both the organization and the individual employee.

Telecommuting is defined as allowing designated employees, on a periodic basis and during their scheduled work hours, to fulfill their job responsibilities at a site other than their primary work location.

Telecommuting Guidelines and Principles

- Telecommuting is a cooperative arrangement between the supervisor and employee, not an entitlement, and is based upon:
 - the needs of the job, work group and County
 - the employee's past and present levels of performance
- Jobs suitable for telecommuting are characterized by clearly defined tasks and work products. A telecommuter's performance is measured by output, not work location.
- Telecommuting is a tool allowing for flexibility in work options.
- Telecommuting does not change the basic terms and conditions of employment with the County.
- Each telecommuting arrangement is jointly agreed between the employee and supervisor, and approved by the Department Head. Telecommuting is voluntary and may be terminated, at will, at any time either by the County or the employee.
- County-provided equipment at home is not an entitlement on telecommuting. Depending on the job, equipment needs for telecommuters will vary from as little as phone, paper and pencil to as much as a computer, modem, printer, data line and fax machine. Some equipment may be provided at the County's option and availability.
- Work products generated while telecommuting shall be transferable and/or compatible with County equipment and software.

Ground Rules

- Telecommuting occurs on a part-time basis. Salary, job responsibilities, benefits and County-sponsored insurance coverages do not change as a result of telecommuting.
- Telecommuters shall have regularly scheduled work hours agreed upon with their supervisor and Department Head and remain obligated to comply with all County rules, policies and procedures.
- Telecommuters will be as accessible as their on-site counterparts during their agreed upon regular business hours, regardless of work location.
- Telecommuters who work at home will have a designated work space agreed to by the County and maintained by the employee, and subject to supervisor and/or Department Head visit to the designated work area to ensure that safe work conditions exist. The County shall not be responsible for any costs related to remodeling and initial set-up (e.g. furniture, fixtures) of the designated work space.
- Telecommuters working at home will take all precautions necessary to secure privileged information in the home and prevent unauthorized access to any County system from the home.
- Telecommuters may be expected to provide telecommuting equipment such as a computer, appropriate software applications, modem, printer and telephone access line at their own expense. The County, at its discretion, may assist employees in such purchases.
- Telecommuter's tax implications related to the home work space are the responsibility of the employee.
- Telecommuting expenses not covered in this policy will be dealt with on a case-by-case basis between the employee and the Department Head.
- Telecommuters who work at home will manage dependent care and personal responsibilities in a manner that allows them to successfully fulfill job responsibilities.
- Telecommuters, their supervisor and the Department Head will jointly sign a Telecommuting Agreement that can be terminated at any time by either the County or the employee.

Selection Criteria

Criteria to be considered when assessing the feasibility of telecommuting are:

Job Characteristics

- Clear and definable tasks and work products exist or can be identified, and work activities are measurable, including objectives with identifiable time frames and check points.
- Minimal face-to-face communication requirements (communication can be handled over the telephone, voice mail, or electronic mail)
- Position already works independently in the handling of information, such as writing, reading, telephoning, planning, computer programming, and word processing.
- Minimal requirements for special equipment exist.

Employee Characteristics

- Demonstrated ability to perform and high job knowledge.
- Not in a probationary status.
- Self-motivated, self-disciplined, and self-directed.
- Skilled in planning, organizing, managing time, and meeting clear standards and objectives, and in achieving results and working independently.

Supervisory Characteristics

- Ability to establish clear objectives and job measurements.
- Provides regular feedback on employee's performance.
- Facilitates open communication and ongoing interaction with telecommuter.

Equipment Considerations

The need for telecommuting equipment shall be determined on a case by case basis by the employee and supervisor. Generally, employees will be required to provide telecommuting equipment with County compatible software programs unless justified by the needs of the County and the nature of the work assignment. The Department Head shall have final determination of the employee need of County equipment for telecommuting purposes. Once approved, the installation, repair and maintenance of telecommuting equipment becomes the responsibility of the County; the supervisor shall track the use of equipment to ensure it is used for business purposes and in meeting the goals of the department.

The County, at its sole discretion, may choose to provide equipment and related supplies for use by the employee while telecommuting or may permit the use of employee-owned equipment subject to County rules and limitations. The decision as to the type, function, and/or quality of electronic hardware, modems, systems access, data and phone lines shall rest entirely with the County. The employee agrees that the use of equipment, software, data and supplies provided by the County for use by the employee is limited to authorized persons and for purposes related to County business only.

Should the County determine that the employee's job no longer necessitates or requires in-home equipment services, or the employee terminates employment, the employee shall return all County-owned equipment, software, data and supplies. The decision to remove or discontinue use of such equipment rests solely with the County.

The employee agrees to designate an appropriate work space within his/her remote work location for placement and installation of any County-provided equipment. When employee-owned equipment is used, it may be inspected prior to initiation of the telecommuting agreement. Repairs to employee-owned equipment will remain the responsibility of the employee. The County does not assume any liability for loss, damage or wear of employee owned equipment.

The County may at any time change any and all of the conditions under which employees are permitted to telecommute, and the County will not be liable for employees' costs, including but not limited to any investment in furniture or equipment for the designated work space. Any telecommuting expenses not specifically covered in this policy will be dealt with on a case-by-case basis between the employee and the Department Head.

Measuring Job Performance

A successful performance evaluation process requires that supervisors and employees jointly set clear and measurable performance objectives, including:

- Identifying the specific tasks and behavior objectives to be accomplished during a performance cycle.
- Establishing how to measure the objectives.
- Prioritizing work by identifying those results most crucial and those that can be deferred.
- Analyzing how objectives support work goals.

Management Guidelines

Supervisors and managers shall define tasks as much as possible in terms of output. Having measurable results and, if possible, milestones built into the job makes remote supervising much easier. Supervisors of telecommuters must focus on the employee's expected work product.

Frequent communication between the supervisor and the telecommuter is important to ensure that tasks and performance expectations are clearly defined. Electronic and voice mail access for the telecommuter facilitates daily contact with the supervisor and other County personnel. Telecommuters should be easy to reach within a reasonable amount of time.

Timekeeping/Reporting and Liability

All County policies and Memoranda of Understanding regarding attendance and hours worked shall apply to telecommuting employees. The telecommuter and his/her supervisor shall agree upon a schedule of regular work hours, to be approved by the Department Head. Unless a different work schedule is designated, telecommuter's work hours are assumed to be 8:00 a.m. to 5:00 p.m., Monday through Friday, with scheduled break periods and lunch period that are considered off-duty time. Any changes of work hours or work location shall be reviewed and approved by the supervisor and Department Head.

Telecommuters are generally expected to spend the entire telecommuting day at the same remote work location. Only travel specifically authorized by the telecommuter's supervisor and Department Head will be considered business travel. Establishing a remote work location does not make the telecommuter's regular commute to his/her primary work location a business trip or subject to compensation.

The telecommuter remains liable for injuries to third parties and/or members of the employee's family on the telecommuter's premises.

OVERTIME

It is expected that employees who telecommute may be required to work beyond the customary work week to ensure successful completion of job responsibilities. Existing policies, laws, and Memoranda of Understanding are applicable to these situations, and as for all employees, overtime work shall be pre-authorized by the supervisor.

INFORMATION SECURITY

The Napa County Computer Information Use and Security Policy that applies to on-site employees shall apply to telecommuters. The telecommuting employee is responsible for ensuring compliance with the Computer Use Policy and security of information at their home work site.

SAFETY AND ON-SITE INSPECTIONS

The employee has the responsibility to maintain his/her home work space in a safe condition, free from hazards or other dangers. The employee shall allow the County to visit the employee's home work space for the purpose of determining that it is safe and free from hazards. The County does not assume any liability for loss, damage, or wear of employee-owned equipment, furniture, etc.

SECURITY

The information provided by the County for telecommuter use, generated in the course of telecommuting, and/or used by the telecommuter for approved County purposes is owned and an asset of the County and must be protected from unauthorized, incorrect or accidental access, use, modification, destruction or disclosure.

The County has an unrestricted right of access to and disclosure of all data and software on any County equipment or media, at the request of the appropriate County official(s). Information generated or placed into personally-owned personal computers being used on County time, as well as work undertaken on behalf of the County during or outside of any County worksite and/or work hours shall be made available for review at the request of appropriate County officials. Such access and disclosure shall be in accordance with, and subject to any controls or restrictions imposed by applicable statutes or licenses.

Employees shall be accountable for securing information by taking reasonable and prudent measures to safeguard information on a routine basis. Information will be protected by the employee in a manner consistent with its value, in all forms (e.g. written, oral, video, computer) throughout its life cycle.

APPENDIX A – ANNEXATION APPLICATION

**JUSTIFICATION OF PROPOSAL FOR REVIEW BY THE
LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

1700 Second St., Suite 268 Napa, California 94559-2409

Telephone (707) 259-8645

APPLICANT(S): _____

NAME OF PROPOSAL: _____

PRINCIPAL JURISDICTION INVOLVED: _____

Affected County(ies) County of Napa:___ Other:_____

TYPE: (Check the method by which this application was initiated)

___Resolution of application

___Petition of landowners

___Petition of registered voters

STATUTORY PROVISIONS UNDER WHICH THIS MATTER IS PROPOSED:

The Cortese/Knox Local Government Reorganization Act of 1985

Commencing with California Government Code Section 56000

In accordance with applicable provisions of the California Government Code, the Commission must review specific factors in its consideration of this proposal. In order to facilitate the Commission's review, it will be necessary to respond to the following questions listed in this justification of proposal.

PROJECT DESCRIPTION: (include the total underlying project):

GENERAL INFORMATION:

1. Population in the subject area:

2. Anticipated future population in the subject area:_____

3. Population density (i.e., per square miles, per acre):_____

4. Number of registered voters: _____
 5. Number of dwelling units: _____
 6. Proximity to other populated areas or communities: _____
 7. Is there a good likelihood of a significant increase in population in the subject area within the next 10 years: Yes___ No
 8. Is there a good likelihood of a significant increase in population of adjacent areas within the next 10 years:
 - a. In unincorporated areas: Yes___ No
 - b. In incorporated areas: Yes___ No
 9. Present Assessor's tax rate code(s) in the subject area: _____
 10. Present tax rate in the subject area: _____
 11. Change in tax rate as a result of this proposal: _____
 12. Total assessed valuation of subject territory:
Land_____ Imp.
 13. Assessor's Parcel information: (attach as exhibit if more than 4-parcels)
- | <u>Parcel Number</u> | <u>Size</u> | <u>Parcel Number</u> | <u>Size</u> |
|----------------------|-------------|----------------------|-------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
14. Total number of Assessor's Parcels: _____
 15. Total land area: _____ acres Total street Area: _____
(in acres) (in miles)

SERVICES:

1. Indicate essential urban services provided to subject area:

<u>Service</u>	<u>Agency Providing Services:</u>	
	<u>Now</u>	<u>After Annexation</u>
<u>Water</u>	_____	_____
<u>Sewage Disposal</u>	_____	_____
<u>Fire</u>	_____	_____
<u>Sheriff/Police</u>	_____	_____
<u>Other</u>	_____	_____

2. Estimate probable future needs for new or increased governmental services or controls in the area: _____

3. Describe the effects that this proposal will have on the cost and adequacy of governmental services in the subject area and adjacent areas, if any:

4. Describe the effects that fees received by affected local agencies may have in enabling such agencies to extend their service(s) to other areas:_____

5. Estimate the effect of the proposed action and of alternative actions on the following:

- a. Mutual social and economic interests:_____

- b. The Local governmental structure in the County:_____

BOUNDARIES:

1. Does this proposal split lines of assessment: Yes___ No
2. Is the subject territory a portion of an existing island of unincorporated territory? Yes___ No
3. Do the boundaries of the subject territory create an island of unincorporated territory? Yes___ No
4. Describe any natural or man-made features which act as a boundary:

GENERAL AND SPECIFIC PLANS:

1. General Plan designation of the affected city:_____
2. Does the proposal conform to the City's Plan: Yes___ No
3. General Plan designation of the County:_____
4. Does the proposal conform to the County's Plan: Yes___ No
5. Is the subject territory within a sphere of influence established by LAFCO for the affected local agency: Yes___ No___ (If no, attach justification).
6. Existing land use:_____
7. Proposed land use:_____
8. Existing zoning:_____
9. Proposed zoning:_____
10. Has the area been prezoned: Yes___ No
Prezoning classification_____

11. Is a development project currently under consideration or has such been approved. Yes___ No___ If yes, indicate type of development, agency, project title and file number and attach copies of applications, approved permits and environmental documents.

SITE:

1. Is the site classed as prime agricultural soils: Yes___ No
2. Will the project decrease the amount of land available for agriculture or Open Space? Yes___ No___ If yes, explain:

3. Will the project effect any agricultural preserves either directly or indirectly: Yes No___ If yes, explain:_____

4. Will the project require the extension or expansion of public utilities including fire, sewer, or water: Yes___ No___ If yes, explain:_____

5. Will the project require public services from any agency or district which is currently operating at or near capacity, including sanitation, police, schools, fire, or water: Yes___ No___ If yes, indicate which agency and justify:

6. Describe topography and soils:_____

7. Describe drainage basins, rivers, flood control channels:_____

8. Describe vegetation and wildlife:_____

9. Describe air, water and noise quality: _____

10. Indicate known archaeological or historical site: _____

11. Describe major access routes serving the area: _____

12. Could the project serve to encourage development of presently undeveloped areas,
 or increase intensity of development of already developed areas:
 Yes___ No___ If yes, discuss:

**LIST OF ALL STATE AND LOCAL AGENCIES WHICH HAVE PERMIT APPROVAL
OVER THE TOTAL PROJECT**

<u>AGENCY</u>	<u>TYPE OF PERMIT</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

BONDED INDEBTEDNESS AND TAXING ZONES

1. Does the annexing agency have any outstanding bonded indebtedness?
 (Please list)
2. Will the annexed territory be liable for its share of existing bonded indebtedness?
 (If yes, please indicate manner in which the bond(s) will be retired.)
3. Will the annexed territory be included within any particular Division or Zone of the
 annexing agency?_____. Please Specify.

NAMES AND ADDRESSES OF THE OFFICERS OR PERSONS (NOT TO EXCEED THREE) WHO ARE TO BE FURNISHED WITH COPIES OF THE EXECUTIVE OFFICER'S REPORT AND WHO ARE TO BE GIVEN MAILED NOTICE OF HEARING. (PLEASE PRINT OR TYPE)

	<u>NAME</u>	<u>ADDRESS</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

NAME, ADDRESS AND TELEPHONE NUMBER OF CONTACT PERSON(S)

	<u>Applicant/Agent</u>	<u>Address</u>	<u>Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAMES AND ADDRESSES OF ALL LANDOWNERS WITHIN THE SUBJECT TERRITORY AS SHOWN ON THE MOST RECENT COUNTY ASSESSMENT ROLLS. (PLEASE PRINT OR TYPE)

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(If more than four land owners, please attach as an exhibit)

_____	_____
(Date)	Signature of Applicant or Authorized Agent

Filed in the office of the Napa Local Agency Formation Commission

Check#	_____	_____
Amount\$	_____	Received by
Date	_____	

(For Office Use Only)

JustPro.Anx.doc Revised 6/01

APPENDIX B - NAPA COUNTY AGREEMENT NO. 4433

LAFCO OF NAPA COUNTY AGGREETMENT NO. 03-02

**AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES
BY THE COUNTY OF NAPA TO THE NAPA COUNTY
LOCAL AGENCY FORMATION COMMISSION**

THIS AGREEMENT is entered into as of this 1st day of July, 2003, by and between the COUNTY OF NAPA (hereinafter "County"), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as "Act"), LAFCO is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, pursuant to Government Code Section 56380, LAFCO must make its own provisions for independent staffing and operations; and

WHEREAS, LAFCO has need of specified personnel, accounting and legal services for its independent operations which County is willing and able to provide under the terms and conditions set forth hereinbelow; and

WHEREAS, the County and LAFCO have entered into agreements for the provision of support services for fiscal years 2001-2002 and fiscal year 2002-2003;

TERMS

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

1. TERM. The term of this Agreement shall become effective upon the date first written above and shall expire on June 30, 2004, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless terminated pursuant to Paragraph 14. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. SERVICES TO BE PROVIDED BY COUNTY. County shall provide the following services subject to LAFCO abiding by County policies and procedures governing such services, except that whenever such policies and procedures provide for the Board of Supervisors to approve the appropriation of funds, or to approve the acquisition of services, goods or assets, or to make any other legislative decisions to carry out such services, the LAFCO Commission shall act in lieu of the Board of Supervisors:

(a) **Executive Officer.** County shall designate its at-will employee Daniel Schwarz to serve as LAFCO Executive Officer (hereinafter “Executive Officer”). The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as specified by LAFCO. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The duties to be provided by the Executive Officer These services shall include, but not be limited to:

- Preparing staff analyses, reports, proposed findings and other agenda materials for LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within LAFCO’s authority under the Act.
- Calling and noticing LAFCO meetings in accordance with the Act and LAFCO policies and procedures.
- Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of LAFCO.
- Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.
- Providing supporting fiscal services such as the development of the annual LAFCO budget, management of LAFCO financial accounts, including the processing of LAFCO fees and charges, the processing of payment of LAFCO charges and expenses, and the preparation of required fiscal reports.
- Informing LAFCO Commissioners of new legislation, correspondence to LAFCO, CALAFCO activities, current events and matters of interest relating to LAFCO.

(b) **Support Staff.** County shall provide part-time clerical staff (.5 F.T.E.) and one full-time analyst to assist the Executive Officer in carrying out the day-to-day operations of LAFCO and such other staff as the LAFCO Commission deems necessary, appropriates funds for, and directs County to provide, as set forth in (c).

(c) **Additional Services.** County, through its departments and divisions, shall further provide LAFCO those services set forth in Attachments “A” through “G”, attached hereto and incorporated by reference as if set forth herein. It is the intention of both parties that the level of service provided shall be at least equal to that provided in County fiscal year 2002-2003 unless otherwise specifically agreed to by LAFCO and County.

3. OFFICE SPACE. It is the understanding of the parties that LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement.

4. REIMBURSEMENT.

(a) **Rates.** In consideration of County’s fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties as follows:

(1)**FY 2003-2004.** The rates for fiscal year 2003-2004 are set forth in Attachment “AA” and hereby attached and incorporated by reference.

(2)**Procedure for Subsequent Annual Determination of Rates.** During the fourth quarter of each fiscal year of this Agreement the County Executive Officer, or his designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year which will be necessary to achieve the cost reimbursement provided for in (a), subject to the additional factors set forth in (b) through (f), below. The annual adjustment of these reimbursement rates so determined shall be approved in writing by the County Executive Officer and the Executive Officer of LAFCO and when so approved shall become effective for the subsequent fiscal year unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO.

(b) **LAFCO Staffing Reimbursement.** LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County’s Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge.** LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **General Liability Coverage/Workers' Compensation Coverage:** LAFCO shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

5. METHOD OF REIMBURSEMENT. Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Paragraph 4 above. If the Executive Officer of LAFCO requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made by journal entry from the LAFCO Operations Fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

6. ADMINISTRATION OF SERVICES. The provision of services under this Agreement shall be under the administrative supervision and direction of the Executive Officer of LAFCO on behalf of LAFCO, and the County Executive Officer on behalf of County.

7. APPROPRIATIONS. LAFCO shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

8. TAXES. As between LAFCO and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation, those for state and federal income and FICA taxes relating to employees or subcontractors retained by County to provide the services provided to LAFCO under this Agreement. County agrees to indemnify and hold LAFCO harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that LAFCO is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

9. ACCESS TO RECORDS/RETENTION. LAFCO shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

10. CONFLICT OF INTEREST. The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Officer of LAFCO and all other LAFCO staff shall not perform any work under this Agreement that might reasonably be considered detrimental to LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

11. COMPLIANCE WITH LAWS. In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, County and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, County shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the

provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to County services or works required of LAFCO by the State of California pursuant to agreement, state or federal regulations or statutes, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and County and any of its subcontractors providing services under this Agreement shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

(b)**Documentation of Right to Work.** County agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of County performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. County shall make the required documentation available upon request to LAFCO for inspection.

(c)**Inclusion in Subcontracts.** To the extent any of the services required of County under this Agreement are subcontracted to a third party, County shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

12. INDEPENDENT CONTRACTOR. County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

13. INDEMNIFICATION. County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement. Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

14. TERMINATION. This Agreement may be terminated prior to the expiration date only with the mutual written consent of both County and LAFCO. The sole remedy for default by County relating to provision of the services required under this Agreement shall be through the equitable remedy of specific performance and the sole remedy for default by LAFCO relating to reimbursement for the cost of the services provided shall be through legal action for damages.

15. WAIVER. Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

16. NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person; or by deposit in the United States mail, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

LAFCO

County

Mail: LAFCO Executive Officer	Napa County Executive Officer
1804 Soscol Ave., Suite 205A	1195 Third Street, Suite 310
Napa CA. 94559-1346	Napa CA. 94559

Fax: (707) 251-1053	(707) 253-4176
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E-Mail: dschwarz@napa.lafco.ca.gov	bchiat@co.napa.ca.us
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17. CONFIDENTIALITY. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

18. ASSIGNMENTS AND DELEGATION. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by LAFCO, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that LAFCO may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. LAFCO may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

19. AUTHORITY TO CONTRACT. LAFCO and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

20. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

21. ATTORNEY'S FEES. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

22. AMENDMENT/MODIFICATION. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only LAFCO, through its Chair or, where permitted by law and LAFCO policy, through its Executive Officer, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

23. INTERPRETATION. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

24. SEVERABILITY. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. DUAL REPRESENTATION. LAFCO consents to the Napa County Counsel's dual representation of both the County and LAFCO with regards to the preparation of this Agreement.

26. ENTIRE AGREEMENT. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"LAFCO":

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By _____
HARRY MARTIN, Chairman of the Local Agency Formation Commission

ATTEST: DANIEL SCHWARZ, APPROVED AS TO FORM:
Executive Officer of LAFCO LAFCO Legal Counsel

By _____ By _____

"County":

COUNTY OF NAPA, a political subdivision of the State of California

By _____
Mark Luce, Chair of the Board of Supervisors

ATTEST: PAMELA A. MILLER,
Clerk of the Board of Supervisors

APPROVED BY THE BOARD
OF SUPERVISORS:

By _____

Date_____

APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel
By _____

Processed by:

Deputy Clerk of the Board

ATTACHMENT A

PROVISION OF STAFFING, INSURANCE, PURCHASING, ADMINISTRATION, SUPERVISION, COORDINATION AND MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. SCOPE OF SERVICES

The Napa County Executive Officer (NCEO) shall provide, at a minimum, the following services to LAFCO under this Attachment:

(a) **Administration and Supervision:** NCEO shall administer and supervise all County departments or divisions providing services to LAFCO.

(b) **Purchasing:** Upon request by the LAFCO Executive Officer or his duly-authorized representatives, NCEO shall provide purchasing services for LAFCO, including solicitation and evaluation of proposals for goods and services, issuance of purchase orders and/or development of purchase agreements, and processing of payment upon receipt of the purchased good/services. LAFCO will abide by County purchasing policies and procedures when using such services, except that LAFCO, in lieu of the County Board of Supervisors, shall appropriate funds for and approve the acquisition of goods and services, including fixed assets. County shall purchase and provide LAFCO at cost with copier paper in the same manner as such material is purchased and supplied to County departments and divisions. Nothing in this section shall preclude LAFCO from purchasing goods or services without utilizing the services of NCEO or County.

(c) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year . Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the rate/\$100 of covered payroll for LAFCO Budget Unit employees as established by County's Board of Supervisors for the County workers' compensation program generally, including the costs of self-insurance, excess insurance coverage premiums, and claims management.

2. STAFFING

In providing the above services, County shall provide LAFCO with the services of the following specific County staff or positions:

- **Administration and Supervision:** County Executive Officer and Assistant County Executive Officer
- **Coordination/Management:** Principal Management Analyst

- **Purchasing:** Purchasing Agent and/or Assistant Purchasing Agent.

3. NCEO CONTACT:

Mail: Napa County Executive Office
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: mstoltz@co.napa.ca.us

ATTACHMENT B

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY AUDITOR-CONTROLLER

1. SCOPE OF SERVICE

Under the financial and policy direction of LAFCO, County (through the Napa County Auditor-Controller, hereinafter referred to as “Auditor”) shall provide LAFCO with the following services relating to LAFCO financial operations:

- Accounts payable, purchasing and contract payment processing services
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of LAFCO’s budget
- Accounting services
- Payroll services
- Audit services upon request by LAFCO
- Assistance in determining the apportionment of costs and collection of payments in support of LAFCO pursuant to Government Code Section 56831.
- Audit services requested by LAFCO

2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

(a) The LAFCO Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.

(b) All expenditures made from this Fund shall be made only at the direction of LAFCO’s Executive Officer or designee with no requirement for approval by County’s Board of Supervisors.

(c) At LAFCO’s request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of LAFCO, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

(d) Auditor shall provide LAFCO with all requested revenue and expenditure information

necessary to effectively manage LAFCO’s fiscal affairs and perform all financial reporting to

LAFCO and other applicable agencies. Such information shall be provided in a responsive and timely manner and include clear and concise cash flow reporting.

(e) All needed corrections to financial reports shall be completed within two working days of notification of Auditor. Auditor shall correct all payroll errors within one working day. For

purposes of this Attachment B, “working days” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., County holidays excluded.

(f) Auditor shall provide all necessary equipment and electronic interface to fully utilize Auditor’s financial systems, including electronic access to view and print all requested financial reports.

3. AUDITOR CONTACT:

Mail: Pamela Kindig
Napa County Auditor-Controller
1195 Third Street, Suite B-10
Napa, California 94559

Fax: (707) 226-9065

E-mail: pkindig@co.napa.ca.us

ATTACHMENT C

PROVISION OF LEGAL SERVICES TO LAFCO BY THE NAPA COUNTY COUNSEL

1. SERVICES TO BE PROVIDED BY COUNTY COUNSEL

County, through the Napa County Counsel ("County Counsel"), shall provide legal services to LAFCO including, but not necessarily limited to, legal advice, document drafting, and representation of LAFCO in its operations pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.). County Counsel hereby designates Jacqueline M. Gong to serve as LAFCO Counsel for fiscal year 2003-2004. Upon written notification to and assent by the governing board of LAFCO, County Counsel may designate other attorney members of his office to serve as LAFCO Counsel.

2. LEGAL SERVICES COUNTY COUNSEL SHALL NOT PROVIDE

County Counsel shall not provide legal services to LAFCO in the following situations, County and LAFCO understanding that in such situations LAFCO will obtain the necessary legal assistance at LAFCO's own expense from other legal counsel retained directly by LAFCO:

- Legal services to LAFCO regarding contracts to which LAFCO and County are both parties unless LAFCO's Executive Officer and Chair have given express written consent to dual representation of County and LAFCO by County Counsel.
- Legal services determined by LAFCO to present a conflict of interest for its LAFCO Counsel (in accordance with LAFCO Policy for the Appointment of Counsel).

3. COUNTY COUNSEL CONTACT:

Mail: Napa County Counsel
Suite 301, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 259-8245

Email: rwestmey@co.napa.ca.us

ATTACHMENT D

PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION

TECHNOLOGY SERVICES AND

RECORD MANAGEMENT SERVICES TO LAFCO BY

THE NAPA COUNTY EXECUTIVE OFFICER

1. TELECOMMUNICATION SERVICES

The Napa County Executive Officer, through the Communications Division shall provide LAFCO with installation, maintenance and repair of, and maintenance of service records and inventory for, all telecommunications equipment involved in any of the following systems used by LAFCO:

- telephone systems, including voice mail
- data cabling and terminations
- CCTV monitors and cameras
- intercom and PA systems
- all wireless communications, i.e. pagers, cellular phones, two way radios, security alarm systems

2. MAIL SERVICES

The Napa County Executive Officer shall provide the following mail services to LAFCO:

- Pickup, delivery of all interdepartmental (LAFCO) and County/LAFCO internal mail
- Pickup, metering and delivery to the Post Office of all LAFCO outgoing USPS mail

3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS

The Napa County Executive Officer, through the records management division, shall provide LAFCO with records management services for LAFCO records, including storage, retrieval and interfiling of LAFCO records at the Napa County Records Center; destruction of LAFCO records stored at the Napa County Records Center when such destruction is authorized by LAFCO; and shall assist LAFCO in developing policies and procedures that increase the efficiency and effectiveness by which LAFCO records are archived, retrieved and disposed.

4. INFORMATION TECHNOLOGY SERVICES

The Napa County Executive Officer, through the Information Technology Services (ITS) division, shall provide LAFCO with information technology services at a level at least equivalent

to that by provided by County on February 15, 2001. The services shall include installation, maintenance, upgrades and repair of hardware and software provided by County to LAFCO, including, but not limited to: Geographic Information Systems, Financial Information Systems, Personnel Systems and the electronic mail service, calendaring, and task manager systems maintained by the County. LAFCO shall have access to County's Helpdesk for information technology assistance and to computer training offered by County. Special projects outside the scope of routine information technology services shall be provided only upon request by LAFCO and prior approval by the Director of the Information Technology Services Division. Use of the systems, hardware, and software provided by County to LAFCO under this Attachment shall be subject to compliance by LAFCO and its officers, agents, employees and consultants with the Napa County Information Technology Use and Security Policy in effect at the time of the use.

5. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because LAFCO shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. NCEO/DIVISION CONTACT:

Mail: Napa County Executive Officer
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: mstoltz@co.napa.ca.us

ATTACHMENT E
PROVISION OF PERSONNEL SERVICES TO LAFCO
BY THE HUMAN RESOURCES DIVISION OF THE
NAPA COUNTY EXECUTIVE OFFICE

1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office shall provide the following services to LAFCO within the financial, personnel and policy guidelines established by the LAFCO Commission, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The HR Director shall act to oversee and carry out the following services upon direction by the LAFCO Commission:

- ***Recruitment and selection:*** shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of LAFCO), screening of applications, and development of a hiring list.
- ***Personnel transactions:*** shall include implementation of PARs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the LAFCO Commission, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve LAFCO, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the LAFCO Executive Officer.
- ***Labor Relations:*** shall include implementing salaries and other terms and conditions of compensation and performance established for LAFCO staff by the LAFCO Commission, so long as such implementation is consistent with and not in conflict with County policies and regulations; negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.

- ***Training:*** shall include County workshops for employees and supervisors when attended at LAFCO direction by LAFCO employees or by County employees whose primary responsibilities involve providing services to LAFCO.
- ***Staffing:*** HR shall provide staffing as requested by LAFCO and agreed to by County, including staff as described in Paragraph 2 of the Agreement.

2. **HR CONTACT:**

Mail: Human Resources Director
Suite 110, Co. Admin.Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 259-8189

Email: dmorris@co.napa.ca.us

ATTACHMENT F

PROVISION OF CLERKING SERVICES TO LAFCO BY THE CLERK OF THE NAPA COUNTY BOARD OF SUPERVISORS

1. SCOPE OF SERVICES

As requested by the LAFCO Executive Officer, the Clerk of the Napa County Board of Supervisors ("COTB"), or her designee, shall serve as Clerk to the LAFCO Commission. Services shall include, but not be limited to, maintaining records of all LAFCO meetings, hearings and other proceedings and minutes for such proceedings as directed by LAFCO.

2. COTB CONTACT:

Mail: Pamela Miller
Napa County Clerk of the Board of Supervisors/
Rm. 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: pmiller @co.napa.ca.us

ATTACHMENT G

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY TREASURER-TAX COLLECTOR

1. SERVICES TO BE PROVIDED

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide LAFCO with banking and investment services at a level of service at least equivalent to that provided to LAFCO during County fiscal year 2001-2002, except that bank processing services shall be provided by County's banking provider on a cost pass-through basis. The scope of services shall include:

- Banking services for LAFCO funds, including warrant processing and bank reconciliation.
- Portfolio Management for all LAFCO accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify LAFCO within three (3) working days of receipt of all funds received and deposited into the LAFCO Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) LAFCO shall be permitted electronic access through County's PeopleSoft computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

2. STAFFING TO BE PROVIDED

Treasurer the staffing in order to provide the foregoing services:

<u>Service</u>	<u>Position</u>
Banking Services	Account Clerk I-II
Portfolio Mgmt	Treas/Tax Collector
	Treasury Supervisor
	Senior Account Clerk
	Account Clerk II

3. TREASURER CONTACT:

Mail: Marcia Humphrey Hull
Napa County Treasurer-Tax Collector
1195 Third Street, Room 108
Napa, California 94559

Fax: (707) 253-4337

Email: mhumphre@co.napa.ca.us

ATTACHMENT AA

SERVICES REIMBURSEMENT RATES FOR FISCAL YEAR 2003-2004

Services of the Napa County Executive Office:

- Executive Officer's hourly rate: \$159.50
- Assistant Executive Officer's hourly rate: \$126.10
- Principal Management Analyst's hourly rate: \$ 81.12
- Assistant Purchasing Agent's hourly rate: \$ 55.70
- Telecommunications staff:
 - Hourly rate: \$ 58.73
 - Plus actual cost of materials
- Mail Service staff:
 - Hourly rate: \$ 49.39
 - Postage shall be recovered at cost.
- Records Management staff:
 - Hourly rate: \$ 49.39
 - Document Shredding is \$1.75 per box (1 cubic foot) plus \$0.10 per pound.
- Personnel (Human Resources) staff:
 - Human Resource Director: \$ 97.37
 - Human Resource Principal Analyst: \$ 75.81
 - Benefits Administrator: \$ 62.30
 - Other Human Resource Services;
 - Recruitment Advertisement shall be recovered at cost
 - Training services shall be prorated by the ratio of the attendees who are LAFCO employees or County employees primarily providing LAFCO services to the total number of attendees during each training hour for which reimbursement is sought.]
- Deputy Clerk of the Board's hourly rate: \$ 64.42

Services of the County Auditor-Controller:

1. Hourly labor rates, by position:

- Auditor-Controller: \$ 96.00
- Assistant Auditor-Controller (Step 5) \$ 91.00
- Assistant Auditor-Controller (Step 1) \$ 74.00
- Supervising Accountant-Auditor (Step 5 – CPA) Audits \$ 65.00
- Supervising Accountant-Auditor (Step 5) Acctg. \$ 62.00
- Accountant-Auditor III (Step 5) Acctg. \$ 56.00
- Accountant-Auditor III (Step 4) Acctg. \$ 54.00
- Accountant-Auditor II (Step 5) Acctg. \$ 54.00
- Accountant-Auditor II (Step 3) Audits \$ 48.00
- Accountant-Auditor I (Step 2) Acctg \$ 40.00
- Accounting Technician (Step 5) Acctg. \$ 46.00

- Administrative Secretary I (Step 4) Adm. \$ 35.00
2. Weighted hourly labor rates by service:
- Administration \$74.00
 - Audits \$53.00
 - Accounting \$52.00
3. Unit Rates:
- Per Voucher \$0.83
 - Per Payroll Warrant \$5.15

Services of the County Counsel:

- Deputy County Counsel – Jacqueline Gong’s hourly rate: \$107.15

Services of the Treasurer-Tax Collector:

- Account Clerk II’s hourly rate: \$ 37.55
- Treasurer/Tax Collector’s hourly rate: \$114.87
- Treasury Manager’s hourly rate: \$ 68.59
- Senior Account Clerk’s hourly rate: \$ 40.91

Services of Information Technology (annual rate): \$12,900.00

**APPENDIX C - RESOLUTION OF THE LOCAL AGENCY FORMATION
COMMISSION OF NAPA COUNTY TO ADOPT A CONFLICT OF
INTEREST CODE**

WHEREAS, the Local Agency Formation Commission of Napa County (hereinafter referred to as “LAFCO”) is required to adopt a Conflict of Interest Code by the Political Reform Act of 1974 (Government code sections 81000 et seq., hereinafter referred to as “Act”); and

WHEREAS, the Fair Political Practices Commission (hereinafter referred to as “FFPC”) has adopted a regulation (section 18730 of Title 2 of the California Code of Regulations) containing a standardized conflict of interest code which, if incorporated by reference along with a designation of employees and formulation of disclosure categories by a local government agency, will constitute the Conflict of Interest Code required by the Act; and

WHEREAS, LAFCO has served on the Napa County Board of Supervisors, as the code reviewing body for LAFCO, and on all affected Commissioners, officers, employees and consultants of LAFCO and has published in a newspaper of general circulation within the jurisdiction of LAFCO a Notice of Intention to Adopt the Conflict of Interest Code, including notice of a written comment period of not less than 30 days and the availability of the proposed Conflict of Interest Code (hereinafter referred to as the “Code”) and supporting documentation for inspection and copying; and

WHEREAS, at a regular meeting of LAFCO held on January 9, 2003, oral and/or written comments on the proposed Conflict of Interest Code were received from affected persons and/or the general public, and these comments and the proposed Code were considered by LAFCO;

NOW, THEREFORE, BE IT RESOLVED by LAFCO that the Conflict of Interest Code shall be adopted to read in full as follows, to be effective upon confirmation by the Napa County Board of Supervisors acting as code reviewing body for LAFCO:

1. Incorporation of Standard Terms of Model Code. The terms of the model code set forth in Section 18730 of Title 2 of the California Code of Regulations, as such may be amended from time to time by the FFPC, are adopted and incorporated by reference as if set forth fully herein.

2. List of Designated Employees. For purposes of the requirements of the Act and the provisions of the model code, the Designated Employees of LAFCO shall be the persons holding those offices and/or positions set forth in Appendix “A”, attached hereto and incorporated by reference herein.

3. List of Disclosure Categories. For purposes of the requirements of the Act and the provisions of the model code, the disclosure categories for the Designated Employees of LAFCO shall be those categories set forth in Appendix “B”, attached hereto and incorporated by reference herein.

4. Documents Comprising Conflict of Interest Code. For purposes of the Act, the provisions of this Resolution, the model code, and the amended Appendices “A” and “B” shall together constitute the Conflict of Interest Code of LAFCO on and after the date of confirmation of the Code by the Napa County Board of Supervisors.

5. Effective Date of Code. . This Conflict of Interest Code shall become effective when approved by the Napa County Board of Supervisors acting as the code reviewing body for LAFCO.

6. Documents to be filed with the Board of Supervisors. The LAFCO Executive Officer is hereby directed to file three certified copies of the Conflict of Interest Code approved by the LAFCO Commission with the Napa County Board of Supervisors, the code reviewing body for LAFCO, along with a brief description of the duties and terms of all consultants working for the LAFCO who have been determined by the LAFCO Executive Officer as of the effective date of the Conflict of Interest Code to be exempt from the Designated Employee “contract consultant” category, and the reasons for such exemption. The LAFCO Executive Officer shall prepare and send to the Elections Division of the Napa County Clerk-Recorder’s Office (or its successor in interest) an updated list whenever such exempt positions are added, dropped, or a change in the nature of the contracted duties makes them subject to broad or limited disclosure as Designated Employees.

7. Time of Filing Statements of Economic Interests. All persons who are required, either by this Conflict of Interest Code or by virtue of their listing in Government Code section 87200 as public officials who manage public investments, to file Statements of Economic Interests (“Statements”) shall file their initial Statements with the LAFCO Executive Officer for filing with the code reviewing body within 30 days after the original effective date of this Conflict of Interest Code. When taking office after that time, such persons shall file assuming office Statements within 30 days after first assuming such positions if they fall under Government Code section 87200 as public officials who manage public investments and within 30 days if considered to be Designated Employees by this Conflict of Interest Code; except, if they are re-elected or re-appointed without a break in service such persons need not file an assuming office Statement at the time of such re-election or re-appointment. Every such person shall thereafter file an annual Statement by April 1 of each year, covering reportable interests for the twelve-month period ending on the preceding December 31. Every such person who leaves office shall file, within 30 days of leaving office, a Statement disclosing reportable interests held or received at any time during the period between the closing date of the last Statement required to be filed and the date of leaving office.

8. Place of Filing. Designated Employees shall file the required statements with the LAFCO Executive Officer who shall retain copies of the original Statements and forward the original Statements to the Elections Division of the Napa County Clerk-Recorder (or its successor in interest). The address of the LAFCO Executive Director is 1804 Soscol Avenue, Suite No. 205A, Napa, California 94559-1346.

9. Public Inspection of Conflict of Interest Code and Statements. Commencing on the effective date of the Conflict of Interest Code, a copy of the Conflict of Interest Code shall be maintained in

the office of the LAFCO Executive Officer who shall make the copy of the Code and copies of all Statements on file with the LAFCO Executive Officer available for public inspection and copying during regular business hours. No conditions whatsoever shall be imposed upon persons desiring to inspect the copy of the Conflict of Interest Code, nor shall any information or identification be required from such persons. Copies shall be provided in accordance with and subject to charges imposed generally by the Public Records Act (Government Code sections 6250 et seq.) and applicable LAFCO policies setting fees for public records of LAFCO.

10. Annual Review Statement.

(a) No later than October 1 of each even-numbered year, LAFCO shall submit to the Napa County Board of Supervisors, as the code reviewing body for LAFCO, a written statement signed by the LAFCO Executive Officer, or his designee, that either:

(1) LAFCO has reviewed the Conflict of Interest Code, that the Conflict of Interest Code designates accurately all positions which make or participate in the making of governmental decisions for the District, that the disclosure assigned those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income which may foreseeably be affected materially by the decisions made by those designated positions, and that the Conflict of Interest Code contains the provisions required by Government Code section 87302; or

(2) LAFCO has reviewed the Conflict of Interest Code and has determined that amendment is necessary to designate all positions which make or participate in the making of governmental decisions for LAFCO, or to update the disclosure categories assigned to require the disclosure of all investments, business positions, interests in real property and sources of income which may be affected materially by the designated positions, or to include other provisions required by Government Code section 87302. If the statement contains this report, LAFCO shall submit the amendment to the Napa County Board of Supervisors within 90 days of the report.

(b) Changed circumstances which require amendment of the Conflict of Interest Code shall include, but not be limited to:

(1) The creation of positions which involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest;

(2) The reclassification, renaming, or deletion of previously designated positions;

(3) The addition, deletion, or modification of statutorily-required provisions of this Conflict of Interest Code; or

(4) The addition, deletion, or modification of the specific types of investments, business positions, interests in real property, and sources of income which are reportable unless such changes have been automatically incorporated into this Conflict of Interest Code as the result of inclusion of the changes into the model code by the Fair Political Practices Commission.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Local Agency Formation Commission of Napa County, at a regular meeting of the Commission held on January 9, 2003, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ATTEST:
Daniel Schwarz,
LAFCO Secretary

APPROVED AS TO FORM:
Jacqueline M. Gong, LAFCO Counsel

By_____

By_____

CERTIFICATIONS

I hereby certify that I am the Secretary and custodian of records of the Local Agency Formation Commission and that the attached Resolution is a true and correct copy of the original approved by the LAFCO Commission and on file in the LAFCO office.

Daniel Schwarz,
LAFCO Secretary

By_____

I hereby certify that the Conflict of Interest Code for the Local Agency Formation Commission of Napa County was approved and confirmed by the Napa County Board of Supervisors, as the code reviewing body for LAFCO by action of the Board of Supervisors on _____, 20__, and recorded in the certified minutes of the Board of Supervisors for that date.

Clerk of the Napa County Board of Supervisors

By_____

APPENDIX “A”

LIST OF DESIGNATED EMPLOYEES

Because of the nature of the powers and duties conferred on the Local Agency Formation Commission of Napa County under the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.), the policies adopted by the LAFCO Commission, and the terms of support services and consultant agreements approved by the LAFCO Commission, the following positions within LAFCO may involve the making or participation in the making of decisions of LAFCO which may foreseeably have a material effect on financial interests of the holders of the positions. The positions are listed because their scope of authority or work involves either making final decisions for LAFCO which have financial consequences or developing and/or exercising such a level of expertise and ongoing relationship with those who make such decisions that the decision-makers can reasonably be expected to routinely trust and rely upon their advice.

For purposes of filing Statements of Economic Interests as required by this Conflict of Interest Code, the “Designated Employees” of LAFCO shall be those persons who actually occupy or carry out the functions of the following positions, whether as elected or appointed officers, compensated employees, or contracted consultants:

DESIGNATED EMPLOYEE POSITIONS

Members of the LAFCO Commission (including any persons serving as **Alternate Commission Members** in the absence of a regular Commissioner)

LAFCO Executive Officer

LAFCO Legal Counsel

Auditor-Controller (Napa County Auditor-Controller, serving ex-officio)

Contract Consultants for LAFCO. Contract consultants shall be included in the list of Designated Employees and shall disclose their material financial interests in regard to all of the adopted disclosure categories, subject to the following limitation:

The LAFCO Executive Officer may determine in writing that a particular contract consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply or fully comply with all of the disclosure requirements described in Appendix “B”. This written determination shall include a description of the contract consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. This determination is a public record and shall be retained for public inspection and be available for inspection and copying in the same location and manner as LAFCO’s copy of the Conflict of Interest Code.

APPENDIX “B”

DISCLOSURE CATEGORIES

Rationale. The decisions which the Designated Employees may make or participate in making for LAFCO may involve exercising or directly influencing the exercise of any of the powers conferred on LAFCO by the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.).

Except where otherwise determined for specified contract consultants pursuant to Appendix “A”, the decisions by the Designated Employees in the routine course of their work for LAFCO may have the potential to impact at a level commonly recognized as “material” by the Political Reform Act of 1974, as amended, and the regulations adopted by the Fair Political Practices Commission (“FPPC”) to implement that Act, any or all of those types of financial interests listed in all of the Disclosure Schedules of the Statement of Economic Interests Form approved by the FPPC.

For this reason, all of the Designated Employees under this Conflict of Interest Code, other than specified contract consultants whose disclosure responsibilities are determined in writing on a case-by-case basis as described in Appendix “A”, shall comply with the broadest possible Disclosure Category applicable under the then-current Statement Form and Schedules, disclosing all sources of income, interests in real property, and investments and business positions in business entities.